

**BIG WALNUT LOCAL SCHOOLS
PROFESSIONAL SERVICES AGREEMENT**

Syntero, Inc.

This Professional Services Agreement (the “Agreement”) is entered into this 1st day of June 1, 2024 by and between Big Walnut Local Schools, located at 110 Tippet Court, Sunbury, OH 43074 and Syntero, Inc. (“Provider”) at 299 Cramer Creek Court, Dublin, Ohio 43017, and Mill Run location (“Provider”) at 3645 Ridge Mill Drive, Hilliard, Ohio 43026, and Lewis Center location (“Provider”) at 7100 Graphics Way, suite 3100, Lewis Center, Ohio 43035 and Mt Gilead location (“Provider”) at 245 Neal Ave B, Mt Gilead, OH 43338.

RECITALS

WHEREAS, Big Walnut Local Schools is responsible for the education of students in the district and

WHEREAS, Big Walnut Local Schools coordinates services for children who are determined to be in need of additional and/or alternative behavioral health interventions that exceed the school system’s expertise or statutory responsibility

WHEREAS, Provider has the necessary qualifications to provide such services; and

NOW, THEREFORE, in consideration of the foregoing premises and covenants and conditions set forth herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Purpose.** Provider shall provide school-based and community-based behavioral health care prevention, early intervention, education, consultation, and referral for assessment and treatment. This contract only covers services rendered in the school or community-based setting.
2. **Provider Qualifications.** Provider represents and warrants that Provider is licensed, certified or otherwise qualified to provide the Services. Provider agrees to provide evidence of appropriate licensure, certification or qualification to Big Walnut Local Schools concurrently with the execution of this Agreement. Provider agrees to maintain appropriate licensure, certification or qualification throughout the term of this Agreement and to immediately notify the Big Walnut Local Schools of any change in Provider’s licensure, certification or qualification to provide the Services. Provider acknowledges that failure to maintain appropriate licensure, certification or qualifications to provide the Services, constitutes an event of default and that the Big Walnut Local Schools may immediately terminate this Agreement if Provider’s license, certification or other qualification to provide the Services is terminated.
3. **Services.** Provider shall deliver prevention, education, early intervention, consultation and referrals to outpatient behavioral health care interventions on behalf of the referred students in collaboration with Big Walnut Local Schools’ administration and key personnel at the building which may include, but will not be limited to the building principal, guidance counselor or classroom teacher. The Provider shall deliver services for an additional 0.6 FTE. The Provider will be responsible for hiring professionals with the appropriate licensure and

certifications and will commit to maintaining staffing levels at the optimal levels to maintain service delivery on behalf of students on a consistent basis without disruption. Prevention, early intervention, education and consultation services will be primarily rendered in the school setting. Big Walnut Local Schools will provide a private office for Syntero, Inc. staff to utilize with a desk, chair, and phone to utilize during school hours. This office will be utilized to meet with students, parents/guardians, community partners and school personnel and to conduct administrative functions. If a building principal or guidance counselor at a school building requests prevention and/or treatment services in the school setting, a space will be provided with the appropriate privacy structures for the Syntero, Inc. staff person to conduct their service delivery in a safe, secure setting for the student or students.

If ongoing treatment is recommended for a student referred by the school system, the Provider will work in partnership with the parent or guardian and the school system to provide a list of appropriate referral sources and a recommended level of care which may or may not include a referral to the Provider. Referrals may be directed to an alternative provider based on the student's unique needs. If ongoing treatment is deemed necessary, parent(s) or guardian(s) would be informed of the potential for additional costs associated with different levels of care. All appropriate releases of information and client rights paperwork will be signed by the parent or guardian prior to any additional services being rendered after the initial intake process. All referrals will be routed through the Syntero, Inc. Intake Department. The parent and/or guardian have the right to decline or accept their child's involvement in the intake process as well as ongoing treatment.

4. Records. The School will maintain all educational records completed regarding the Students relating to the provision of Services, in compliance with 20 U.S.C. § 1232g ("FERPA"), 20 U.S.C §§ 1400, et seq. ("IDEA"), 29 U.S.C. §§ 701, et seq. (§ 504 of the Rehabilitation Act) and other applicable laws. Provider will retain custody and control of all medical records and charts related to Services provided under this Agreement, in compliance with Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), and their respective implementing regulations, including the Privacy Standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164, subparts A and E (the "Privacy Rule"), the Security Standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C (the "Security Rule"), the Breach Notification Standards adopted by the U.S. Department of Health and Human Services, as they may be amended from time to time, at 45 C.F.R. part 164, subpart D (the "Breach Notification Rule"), as well as related state laws and/or regulations (collectively, the "HIPAA Rules"), and other applicable laws and regulations. School Based Clinicians are considered school officials for purposes of sharing education records and personally identifiable information contained within them for students to whom they provide Services. Furthermore, Provider warrants and maintains that it (i) performs an institutional service; (ii) will not disclose personally identifiable information to any other party without the prior consent of the parent or eligible student; and (iii) will not use personally identifiable information beyond the purposes of this Agreement. In recognizing these limitations, Syntero agrees that the School at all times has direct control over the use and maintenance of education records.

5. **Payment.** For the provision of 0.6 FTE of the service described above, Big Walnut Local Schools shall pay Provider \$58,621 for 1 year. Payment will be submitted in 12 monthly installments of \$4885.08. Big Walnut Local Schools shall be responsible for payment of only prevention, early intervention, and education and consultation services. Payment for ongoing treatment or intervention services will be negotiated between the Provider and the parent/guardian. The rate will increase by 3% each year that the agreement is renewed.
6. **Term.** The term of this Agreement shall be from July 1, 2024 through June 30, 2025 and will automatically renew annually unless or until it is terminated earlier in accordance with this Agreement.
7. **Invoicing.** In order to receive payment, Provider shall submit an invoice for services rendered, within thirty (30) calendar days of the end of the service month. No personal or private health information will be included on the invoices. Invoices shall be submitted to Big Walnut Local Schools at 110 Tippet Court, Delaware, OH 43015. Big Walnut Local Schools shall make payment within sixty (60) days after date of receipt of the invoice for all invoices received in accordance with the terms of this agreement, provided that such invoices shall be subject to audit and adjustment by Big Walnut Local Schools before and after such payment is made.
8. **Reports.** Provider will provide quarterly reports to Big Walnut Local Schools which will include information regarding services provided and number of students served.
9. **Audits.** In regard to provisions of this Agreement, Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit exceptions, for paying any audit fees for audits which have been occasioned by, its' officers, employees' or agents' acts or omissions, and for paying any audit findings rendered against it as a legal entity or against its officers, employees or agents, individually or jointly, by any County, State, Federal or other Auditor with the authority to render such findings related to the provisions of this Agreement. Provider also agrees to hold Big Walnut Local Schools and, its employees harmless for such a finding or exceptions. Provider further agrees to pay Big Walnut Local Schools the full amount of any incorrect reimbursement or payments made by Big Walnut Local Schools for services under this Agreement.
10. **Confidentiality.** Any use or disclosure of any information about the Child or the Child's family is subject to applicable state and federal law. Provider agrees and acknowledges that the use or disclosure of any information concerning children or families served by Big Walnut Local Schools for any purpose not directly related to Big Walnut Local Schools or Provider's responsibilities under this agreement is strictly prohibited, except upon the express written consent of the adult involved or the parent or legal guardian of any child involved.
11. **Legal Status.** Big Walnut Local Schools understands and agrees that Provider and its School Based Clinicians are acting and performing as independent contractors at all times. Accordingly, nothing in this Agreement shall permit Big Walnut Local Schools to exercise control or direction over the means or methods by which School Based Clinicians perform the services for which they have been engaged. However, the School Based Clinicians shall fully comply with all performance standards set forth in this Agreement, all currently approved and generally accepted professional standards governing the particular professional specialty for

which the School Based Clinicians has been engaged, and all other applicable local, state or federal rules and regulations pertaining to licensure and the provision of professional services.

12. Independent Contractor. The parties agree that Provider is an independent contractor and that nothing in this Agreement shall be construed to create any other relationship between the parties, including but not limited to, that of employee, partner, agent or representative. Big Walnut Local Schools shall not be responsible to Provider or to any governing body for any payroll-related taxes related to the performances of services, including, but not limited to, withholding or other taxes related to federal, state or local income tax, social security benefits or unemployment compensation. Provider shall be solely responsible for the payment of any local, state or federal fee or tax, including but not limited to, workers' compensation, social security, unemployment insurance and income taxes, that may be due and owing from the amounts paid under this Agreement. Provider is not eligible to participate in the Big Walnut Local Schools' pension, health or other fringe benefit plans. Provider further represents and warrants that Provider qualifies as an independent contractor under the provisions of the Internal Revenue Code and its common law rules and, as such, Provider is filing all required forms and necessary payments appropriate to the Provider's tax status. Neither party is an agent, representative or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability on behalf of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an employment relationship, an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

13. Insurance. Provider represents and warrants that Provider carries comprehensive general liability insurance and professional liability insurance in amounts that are commercially reasonable for entities providing the types of services described in paragraphs 1 and 3 of this Agreement. Provider agrees to provide Big Walnut Local Schools with evidence of insurance, upon request by Big Walnut Local Schools.

14. Assignment. Provider shall not assign this Agreement or any of the rights and responsibilities it contains without the prior written consent of Big Walnut Local Schools. Any assignment of this Agreement does not relieve Provider of any liabilities in this Agreement unless expressly permitted by Big Walnut Local Schools. Assumption of the Agreement by any successor to Provider (including, without limitation, by way of merger, consolidation or sale of all or substantially all of Provider's stock or assets) shall be subject to Big Walnut Local Schools prior written approval. Subject to the foregoing, this Agreement shall be fully binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

15. Subcontract. No work or services to be performed by Provider hereunder shall be subcontracted to or performed on behalf of Provider by any third party, except upon written permission by Big Walnut Local Schools.

16. Non-Discrimination. The Provider shall provide all services under this Agreement in the manner appropriate to any special needs, status, or background of the Child, including, but not limited to race, color, sexual orientation, age, handicap, national origin, or ancestry.

17. **Amendment.** This Agreement may only be amended by the express, written agreement of both parties.

18. **Termination.** This Agreement may be terminated by either party with or without cause with sixty (60) days written notice to the other party. Notwithstanding the foregoing, Big Walnut Local Schools may terminate this Agreement immediately if Provider fails to maintain the licensure, certification or other qualifications required to provide the Services.

19. **Notice.** Any notice required pursuant to this Agreement shall be in writing and shall be deemed to have been delivered and given for all purposes (a) on the delivery date, if delivered by confirmed facsimile or delivered personally to the party to whom the notice is addressed; (b) one (1) business day after deposit with a commercial overnight carrier with written verification of receipt; or (c) five (5) business days after the mailing date, whether or not actually received, if sent by US Mail, return receipt requested, postage and charges prepaid or any other means of rapid mail delivery for which a receipt is available.

Notices shall be sent to the parties at the addresses set forth below:

To Big Walnut Local Schools:

Attention:

Ryan McLane
Superintendent
Big Walnut Local Schools
110 Tippet Court,
Sunbury, OH 43074

To Provider:

Attention: Administrative/Contract Issues:

Julie Erwin Rinaldi, CEO/Executive Director
Syntero, Inc.
299 Cramer Creek Court
Dublin, Ohio 43017
Telephone: (614) 889-5722, ext. 232
Facsimile: (614) 889-9335
E-mail: jerinaldi@syntero.org
www.syntero.org

Attention: Programmatic/Referrals

Erica Wood
Director of Strategic Partnerships & Initiatives
Delaware and Morrow Counties
Syntero, Inc.
7100 Graphics Way Suite 3100
Lewis Center, Ohio 43035
Telephone: (614) 547-9806
Facsimile: (740) 909-4077

E-mail: ewood@syntero.org
www.syntero.org

21. Construction; Severability. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid by a court with jurisdiction over the parties to this Agreement, (i) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and (ii) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect.

22. Applicable Law. This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Ohio except for its conflicts of laws principles. Each party irrevocably consents to the exclusive jurisdiction of the courts located in Franklin County, Ohio in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.

23. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether written or oral, between the parties.

24. Headings. The captions and headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

25. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement by affixing their duly authorized signatures below:

Big Walnut Local Schools

Provider

By: _____
Ryan McLane
Superintendent
Big Walnut Local Schools

By: _____
Julie Erwin Rinaldi, M.Ed.
CEO/Executive Director
Syntero, Inc.